## **EXHIBIT "H" – Additional Terms or Modifications**Version Illuminate

LEA and Provider agree to the following additional terms and modifications:

## **ARTICLE V: DATA PROVISIONS**

- 2. <u>Audits.</u> No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will also cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
- **4.** <u>Data Breach.</u> In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours three (3) business days from confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either
      - (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of

- the notice.
- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.
- **5.** <u>De-Identified Data:</u> Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

**6.** <u>Disposition of Data.</u> Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data <u>after providing the LEA with reasonable prior notice</u>. <u>In accordance with the data retention policy described in Exhibit A.</u> The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as <u>Exhibit "D"</u>. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

## EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

## 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

sashton@srcs.org

General Offer of Prive extend only to privaterms, such as price, Provider and the Substosuit the unique need (1) a material change listed in the originat	nich is datedJun 30, 2022 vacy Terms ("General Offer") cy protections, and Provider's term, or schedule of services, cribing LEA may also agree to cheds of the Subscribing LEA. The in the applicable privacy statu	through its signature shall read or to any other plange the data properties; (2) a material e (3) years after	EA ("Subscribing LEA") who accepts this ature below. This General Offer shall not necessarily bind Provider to other provision not addressed in this DPA. The ovided by Subscribing LEA to the Provided address the General Offer in the event of all change in the services and products the date of Provider's signature to this the following email address:
privacy@illuminatee	d.com		
PROVIDER: Illumina	te Education, Inc.		
BY:	Scott Vivkler		_ <sub>Date:</sub> <u>07-01-2022</u>
Scott Printed Name:	Virkler	Title/Position:	Chief Operating Officer
2. Subscribing LEA			
General Offer of Priva		and the Provider	r, and by its signature below, accepts the shall therefore be bound by the same ified School District
	ANT TO ARTICLE VII, SECTION 5.		MUST DELIVER NOTICE OF ACCEPTANCE
BY: Sa	rah Ashtou	Date	08-29-2022 :
Printed Name: Sarah Ashton			
	ME.San Rafael City Schools		
DESIGNATED REPRESE	NTATIVE OF LEA:		
Name:	Sarah Ashton		
Title:	Chief Technology Officer		
Address:	310 Nova Albion WAY San Rafael California 94903		
Telephone Number:	(415) 492-3200		

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Email: